

REMARKS

This communication is in response to the non-final Office Action issued September 24, 2007. The Examiner rejected claims 1-12 and 14-18 under 35 U.S.C. § 103 in view of varying combinations of U.S. Patent Nos. 5,823,890 to Maruko *et al.* ("Maruko"), 5,783,293 to Lammi ("Lammi"), and 4,998,734 to Meyer ("Meyer").

Claim Rejections

In sections 2-5 of the Office Action, the Examiner rejected claims 1-12 and 14-18 under 35 U.S.C. § 103 in view of varying combinations of Maruko, Lammi, and Meyer. Specifically, the Examiner rejected claims 1-12 and 14-17 in view of Lammi modified by Maruko, and claim 18 in view of Lammi modified by Maruko and Meyer.

The rejections are identical to rejections previously made in the January 3, 2007 and/or July 7, 2006 Office Actions. The Applicants therefore incorporate herein their comments previously made in response to these rejections, such comments being filed on October 10, 2006 and April 3, 2007. Such comments are not repeated here for the purposes of brevity.

The Examiner has provided new comments in response to the Applicants' prior statements regarding the proffered reference teachings and combinations. The Examiner continues to rely upon Maruko to teach the inclusion of golf ball cover layers having different colors. *See* the Office Action at page 3, lines 2-8; page 4, line 22 to page 5, line 6; page 6, lines 2-8. While the Applicants previously set forth the impropriety of this reliance and the rejections, the Examiner dismissed the comments, stating:

This argument is misplaced because Maruko strives to produce a golf ball layer of two layer structure consisting of inner and outer layers, wherein a color difference between the layers is controlled such that an improved outer appearance is achieved, i.e., the parting line is free from appearance defects including tracks of seams and streaks perceivable to the naked eyes. *See* Maruko at col 2, lns 2-24.

Since Maruko teaches a golf ball having an improved appearance, the combination of Lammi and Maurko [sic] as set forth in the above rejections would produce a golf ball having an improved outer appearance.

Office Action at page 6, line 19 to page 7, line 4. The Applicants respectfully traverse the Examiner's contentions and rejections. Maruko, in fact, does *not* teach a golf ball having a multicolored cover. Maruko "controls" the color difference between its cover layers by ensuring there is no perceivable difference in color. As previously noted by the Applicants, Maruko recognizes that a color difference among layers of a golf ball cover typically results in a poor appearance and in the golf ball having a reduced commodity value:

The heat compression molding method, however, has a parting line problem. ... The above-mentioned manufacturing process cannot avoid tracks of some fine seams and streaks that are left at the parting line as a result of exudation of the cover stock.

The problem becomes serious in the cover of two layer structure consisting of inner and outer layers, particularly when a color difference exists between the inner and outer layers, more particularly when the inner layer has a higher lightness and a darker color than the outer layer. If such a cover is formed by a heat compression molding method, tracks of seams and streaks formed on the inner layer at the parting line are perceived prominent through the outer layer. Such a poor outer appearance reduces the commodity value of a completed ball.

Maruko at col. 1, lines 26-47 (emphasis added). To alleviate this problem, Maruko teaches using inner and outer cover layers having the same color:

According to the invention, the color difference ΔE between the inner and outer layers of the cover should be up to 3, preferably in the range of 0 to 1.5. *With a color difference ΔE within the range of 0.1 to 1.5, the two layers cannot be discriminated by visual observation.* A color difference ΔE of more than 3 means that the inner and outer layers of the cover are so different in color that tracks of seams and streaks on the inner layer appear prominent at the parting line of a completed product. That is, the product has outer appearance defects.

Id. at col. 2, line 66 to col. 3, line 8. Maruko thus explicitly teaches inner and outer cover layers having no visual difference in color; in other words, the layers are the same color. Even golf balls having a color difference when viewed "at an arms distance" are unacceptable per Maruko.

Id. at col. 5, line 45 to col. 6, line 7.

It should further be noted that heat compression molding is the preferred construction technique for the Maruko golf ball. *Id.* at col. 3, lines 9-12. Golf balls formed using this construction method are particularly susceptible to color difference flaws (*Id.* at col. 1, lines 38-47), so it is of particular importance that there be no difference in color between the Maruko inner and outer cover layers.

As it is thus readily evident that Maruko teaches a golf ball cover formed of layers of the same color, and all of the rejections are based on a faulty premise that contradicts this teaching, all of the rejections are improper and must be withdrawn. Reconsideration, withdrawal of the rejections, and allowance of the claims are respectfully requested.

Newly Added Claim

The Applicants have added new claim 19 to recite that the colors of the multi-color layer are visibly different. No new matter is added. Support is seen throughout the specification and drawings. See, for example, page 16, lines 26-28 and figure 8. Entry and allowance of this claim are requested.

Additional Fees

The Commissioner is hereby authorized to charge any insufficiency, including a \$460 two-month extension fee, or credit any overpayment associated with this application to Bingham McCutchen LLP Deposit Account No. 50-4047 (order no. 4200020383).

Conclusion

Claim 19 has been added. Claims 1-19 are pending in the application, and are believed to be in condition for allowance. In view of the foregoing, all of the Examiner's rejections of the claims are believed to be overcome. The Applicants respectfully request reconsideration and

issuance of a Notice of Allowance for all claims. Should the Examiner feel further communication would help prosecution, the Examiner is urged to call the undersigned at the telephone number provided below.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Sean P. O'Hanlon", written in a cursive style.

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